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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:	§	**CHAPTER 11**
	§	
SHORES PROPERTIES, L.P.	§	
	§	
	§	
Debtor.	§	**CASE NO. 10-34904-SGJ11**

Preliminary Hearing Date: September 30, 2010
Preliminary Hearing Time: 1:30 p.m.

MOTION OF HILLCREST BANK FOR RELIEF FROM THE AUTOMATIC STAY

THE TRUSTEE (IF ONE HAS BEEN APPOINTED) OR THE DEBTOR SHALL FILE A RESPONSE TO ANY MOTION FOR RELIEF FROM THE AUTOMATIC STAY WITHIN 12 DAYS FROM THE SERVICE OF THIS MOTION. THE DEBTOR'S RESPONSE SHALL INCLUDE A DETAILED AND COMPREHENSIVE STATEMENT AS TO HOW THE MOVANT CAN BE "ADEQUATELY PROTECTED" IF THE STAY IS TO BE CONTINUED. IF THE DEBTOR DOES NOT FILE A RESPONSE AS REQUIRED, THE ALLEGATIONS IN THE CREDITOR'S MOTION FOR RELIEF FROM THE AUTOMATIC STAY SHALL BE DEEMED ADMITTED, UNLESS GOOD CAUSE IS SHOWN WHY THESE ALLEGATIONS SHOULD NOT BE DEEMED ADMITTED, AND AN ORDER GRANTING THE RELIEF SOUGHT MAY BE ENTERED BY DEFAULT.

PURSUANT TO L.B.R. 4001.1(e), MOVANT SHALL BE REQUIRED TO SERVE EVIDENTIARY AFFIDAVITS IN SUPPORT OF THIS MOTION AT LEAST 7 DAYS IN ADVANCE OF THE PRELIMINARY HEARING. THE RESPONDING PARTY MUST SERVE EVIDENTIARY AFFIDAVITS AT LEAST 48 HOURS IN ADVANCE OF THE PRELIMINARY HEARING.

Hillcrest Bank ("Hillcrest"), a secured creditor and party in interest in the above-styled bankruptcy case, hereby files its Motion for Relief From the Automatic Stay (the "Motion") pursuant to 11 U.S.C. § 362 and Federal Rule of Bankruptcy Procedure 4001, and in support thereof respectfully represents as follows:

JURISDICTION

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

FACTUAL BACKGROUND

2. On July 12, 2010, (the "Petition Date"), the Debtor filed a voluntary petition in this Court for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1330 (the "Bankruptcy Code"). The Debtor alleges that it continues to operate its business and manage its property as a debtor and debtor-in-possession pursuant to Bankruptcy Code Sections 1107(a) and 1108.

3. Prior to the Petition Date, on or about October 31, 2004, Hillcrest and Debtor entered into a Loan Agreement (the "Loan Agreement"), whereby Hillcrest agreed to loan Debtor the amount of $4,150,000.00.[1] The Loan Agreement was made in connection with Debtor's purchase of a portion of a golf course, which consisted of seven golf holes, a clubhouse, pool and

[1] *See* Loan Agreement, a true and correct copy of which is attached hereto as Exhibit "A." The Loan Agreement was subsequently amended on January 11, 2006 via a First Modification of Loan Agreement and Other Loan Documents (the "First Amendment to Loan Agreement"), on November 1, 2007 via a Second Loan Modification Agreement (the "Second Amendment to Loan Agreement"), on January 1, 2008 via a Third Loan Modification Agreement (the "Third Amendment to Loan Agreement"), on March 1, 2008 via a Fourth Loan Modification Agreement (the "Fourth Amendment to Loan Agreement"), on November 15, 2008 via a Fifth Loan Modification Agreement (the "Fifth Amendment to Loan Agreement"), and on November 20, 2009 via a Sixth Loan Modification Agreement (the "Sixth Amendment to Loan Agreement"). *See* Exhibits "A-1" through "A-6," respectively, true and correct copies of which are attached hereto. The Loan Agreement and all subsequent amendments thereto shall be collectively referred to herein, unless otherwise indicated, as the "Loan Agreement").

tennis courts (the "Property").[2] Pursuant to the terms of the Loan Agreement, and contemporaneously therewith, Debtor executed a promissory note (the "Note") in favor of Hillcrest in the amount of $4,150,000.00.[3] The Loan Agreement and Note were secured by a Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing (the "Deed of Trust"), which was filed in the County Records of Rockwall County, Texas on November 12, 2004.[4]

4. As a result of the aforementioned Deed of Trust, Hillcrest has properly perfected, first priority liens on the Property.[5]

5. Prior to the Petition Date, the City of Rockwall, who owns the remaining eleven golf holes comprising the current 18-hole course, terminated the lease agreement between it and Debtor. According to the Debtor, the golf course and its related amenities (clubhouse, food, beverage, and golf shop) are now closed. The only facilities on the Property currently being utilized are the pool (which shuts down after Labor Day weekend), tennis courts, and fitness facility, the operating expenses for which are being paid directly from an escrow account owned by the local home owners' association. Upon information and belief, Debtor is not receiving any additional proceeds for these operations.

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[2] The remaining eleven golf holes are owned by the City of Rockwall, which previously leased Debtor the right to use those holes in connection with the operation of an 18-hole golf course.

[3] *See* Note, a true and correct copy of which is attached hereto as Exhibit "B." The Note was subsequently amended on March 1, 2008 via an Amended and Restated Promissory Note (the "Amended Note"). *See* Amended Note, a true and correct copy of which is attached hereto as Exhibit "B-1." The Note and Amended Note shall be referred to collectively herein, unless otherwise indicated, as the "Note."

[4] *See* Deed of Trust, a true and correct copy of which is attached hereto as Exhibit "C." The Deed of Trust was subsequently amended on February 22, 2005 via a First Amendment to Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing (the "Amended Deed of Trust"). *See* Amended Deed of Trust, a true and correct copy of which is attached hereto as Exhibit "C-1." The Deed of Trust and Amended Deed of Trust shall be referred to collectively herein, unless otherwise indicated, as the "Deed of Trust."

[5] Upon information and belief, Debtor, in direct contravention of the terms and conditions of the Loan Agreement and Note, obtained third-party financing for the payment of property taxes for the Property. To the extent that those amounts remain unpaid, Hillcrest's liens may be subordinate to any liens created by such financing.

6. Hillcrest recently received confirmation from the Debtor that the entity interested in purchasing the Property has now backed out. Hillcrest is unaware of any other viable purchasers currently engaging in discussions with the Debtor regarding the purchase/sale of the Property, notwithstanding Debtor's efforts to obtain a purchaser for many months. The Property is currently closed and receiving minimal weekly maintenance, the lease for the remaining golf holes has been terminated, and the Debtor has no prospects for an exit from this bankruptcy proceeding.

RELIEF REQUESTED

7. Hillcrest respectfully requests that the Court enter an Order granting it relief from the automatic stay so that it can conduct a non-judicial foreclosure sale on the Property, pursuant to the Deed of Trust, and exercise its full rights and remedies with respect to any future cash collateral resulting from Hillcrest's liens on the Property.

AUTHORITIES IN SUPPORT OF RELIEF SOUGHT

8. Section 362(d)(1) of the Bankruptcy Code provides that relief may be granted by "terminating, annulling, modifying, or conditioning" the automatic stay for cause, including the lack of adequate protection. 11 U.S.C. § 362(d)(1). The stay may also be terminated with respect to property if the debtor does not have equity in the property and the property is not necessary to an effective reorganization. *See* 11 U.S.C. § 362(d)(2). Both grounds for relief from the automatic stay are met in this case.

9. Hillcrest is not adequately protected by virtue of Debtor's failure to operate the Property for its primary intended purpose—an operational golf course. Moreover, Debtor is currently receiving no revenue for the remaining operations. In the meantime, the golf course is not being adequately maintained, the homeowners' association members are unable to utilize the golf course, and the City of Rockwall has terminated Debtor's use of the remaining eleven holes,

all to the detriment of the Property and Hillcrest's collateral. Therefore, cause exists for lifting the stay under 11 U.S.C. § 362(d)(1).

10. As noted above, the stay may also be terminated with respect to property if the debtor does not have equity in the property and the property is not necessary to an effective reorganization. *See* 11 U.S.C. § 362(d)(2). A debtor has no equity in property for purposes of Section 362(d)(2) when the debts secured by the liens on the property exceed the value of the property itself. *See Sutton v. Bank One, Texas, N.A.*, 904 F.2d 327 (5th Cir. 1990).

11. Debtor's Schedule A makes it clear that Debtor has no equity in the Property, as Debtor calculates the amount of secured claims to be in excess of the current value of the Property (current listed value of $4,039,396.00 versus listed amount of secured claim of $4,078,295.06). Notably, Debtor's representative admitted at the initial meeting of creditors that the current value provided in Debtor's Schedule A assumed a fully operational 18-hole golf course, not a closed 8-hole course. Therefore, the value of the Property is significantly less than the value listed on Debtor's Schedule A. Having demonstrated that there is no equity in the Property, the burden is on the Debtors to prove that the Property is necessary for an effective reorganization. *See* 11 U.S.C. § 362(g)(2); *In re Canal Place Ltd. Partnership*, 921 F.2d 569, 576 (5th Cir. 1991).

12. The seminal case discussing the standard to be applied under § 362(d)(2)(B) is *United Sav. Ass'n of Tex. v. Timbers of Inwood Forest Assocs., Ltd.*, 484 U.S. 365, 108 S.Ct. 626, 98 L.Ed.2d 740 (1988). According to the Supreme Court, to demonstrate that property is necessary for an effective reorganization, the debtor must show that "the property is essential for an effective reorganization that is in prospect." *Timbers,* 484 U.S. at 375-76. "This means that

there must be 'a reasonable possibility of a successful reorganization within a reasonable time.'" *Timbers,* 484 U.S. at 376.

13. As set forth above, Debtors bear the burden of proving that the Property is necessary for an effective reorganization. *See* 11 U.S.C. § 362(g)(2); *In re Canal Place Ltd. Partnership*, 921 F.2d 569, 576 (5th Cir. 1991). Nevertheless, it is readily apparent that the Property is not necessary for an effective reorganization because there is no reasonable expectation of a reorganization in this case. Hillcrest has been in ongoing negotiations with the Debtor since long before the Petition Date, and the Debtor has been unable to present any viable plan of reorganization. Continuation of this case will only result in the incurrence of additional administrative expenses, which the Debtor will have no ability to repay. Accordingly, the Court should grant Hillcrest relief from the automatic stay to exercise its available legal remedies with respect to the Property, including but not limited to a non-judicial foreclosure sale.

CONCLUSION

WHEREFORE, based on the foregoing, Hillcrest Bank respectfully requests this Court enter an order granting it relief from the automatic stay to pursue whatever remedies are available to it with respect to the Property. Hillcrest Bank also requests any such other and further relief, at law or in equity, to which it may be justly entitled.

DATE: September 1, 2010.

Respectfully submitted,

BRACEWELL & GIULIANI LLP

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CERTIFICATE OF CONFERENCE

Counsel for Hillcrest Bank discussed the relief sought in this motion with counsel for Debtor on August 31, 2010. Despite their best efforts, the parties were unable to reach an agreement. Thus, Debtor is opposed to the motion.

/s/ Brian C. Mitchell
Brian C. Mitchell

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument has been served electronically via the Court's ECF noticing system on those parties who receive notice from that system, as well as the parties listed on the attached service matrix via U.S. mail, on the 1st day of September, 2010.

/s/ Brian C. Mitchell
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